tablets only to designated retailers, who in turn bound themselves to maintain the prices fixed by the plaintiff. *Held*, that the system of contracts is void at common law as in restraint of trade. *W. H. Hill Co.* v. *Gray & Worcester*, 127 N. W. 803 (Mich.).

The seller's right to fix the price at which the goods may be resold by the buyer, if a single transaction appears, is undoubted. *Garst* v. *Harris*, 177 Mass. 72. The seller should have the same right, as an incident to his property in the goods, when he sells to many buyers. That these buyers must all sell the goods at the same price is not an undue restraint of trade. *Dr. Miles Medical Co.* v. *Platt*, 142 Fed. 606; *Park & Sons Co.* v. *National Wholesale Druggists' Ass'n*, 175 N. Y. 1. *Contra*, *Park & Sons Co.* v. *Hartman*, 153 Fed. 24. The contracts cannot be illegal as tending toward monopoly, for before the contracts are made the seller necessarily has a monopoly over his own goods. He gains no greater control over the market than he already had. *Dr. Miles Medical Co.* v. *Jaynes Drug Co.*, 149 Fed. 838. A combination to injure a merchant by preventing him from obtaining goods is unlawful. *Delz* v. *Winfree*, 80 Tex. 400. Also, two competitors may not enter into an agreement to keep up the price. *More* v. *Bennett*, 140 Ill. 69. But the present case presents neither of these vicious elements. To uphold the contracts would simply allow freedom of trade to the manufacturer to do what he will with his own. *Elliman* v. *Carrington*, [1901] 2 Ch. 275.

RESTRAINTS ON ALIENATION — VALIDITY OF RESTRAINT ON ALIENATION OF FEE WHEN QUALIFIED AS TO TIME. — A conveyed land in fee to B, his son, reserving to himself an interest for life in the rents and profits, and with a condition that B should not sell during A's life. *Held*, that the condition is valid. *Fraszier* v. *Combs*, 130 S. W. 812 (Ky.).

A complete prohibition against the alienation of a vested legal estate in fee is void. See GRAY, RESTRAINTS ON THE ALIENATION OF PROPERTY, §§ 13–26, 105, 113. By the weight of authority a condition or direction to this effect is void, although the suspension of the power of alienation is for a limited time. *Potter* v. *Couch*, 141 U. S. 296, 315; *Mandlebaum* v. *McDonell*, 29 Mich. 78; *In re Rosher*, 26 Ch. D. 801. But a doctrine which seems to have had its origin in unconsidered *dicta*, that a restraint for a reasonable length of time is valid, has become firmly established in Kentucky and Ontario. *Stewart* v. *Brady*, 3 Bush (Ky.) 623; *Lawson* v. *Lightfoot*, 27 Ky. L. Rep. 217; *Earls* v. *McAlpine*, 27 Grant Ch. (Ont.) 161. By statute in Kentucky, the rule against perpetuities applies to conditions and directions restraining alienation. STATS. KY., 1909, § 2055. The doctrine can therefore have no disastrous results in that state, and in order to avoid litigation as to the reasonableness of any particular restraint, the courts might well go to the extent of holding that all restraints which do not violate the rule are good. See *Johnson's Trusts* v. *Johnson*, 25 Ky. L. Rep. 2119; *Morton's Guardian* v. *Morton*, 120 Ky. 251. It has recently been held, however, in a decision disapproving of the doctrine to which the courts of the state are committed, that a restraint for the life of the devisee is unreasonable. *Harkness* v. *Lisle*, 117 S. W. 264 (Ky.).

SPECIFIC PERFORMANCE — DEFENSES — LACK OF MUTUALITY OF REMEDY. — In a contract of employment with the plaintiff company, the defendant covenanted not to compete with the plaintiff company during the term of employment or for seven years thereafter. During the term of employment, an order was made to wind up the company, and the defendant was given notice that his services would not be required further and that his salary would be discontinued. The defendant began to compete with the company, who sought to enjoin him. *Held*, that he cannot be enjoined. *Measures Bros., Ltd.* v. *Measures*, [1910] 2 Ch. 248.

A sufficient basis for refusing the injunction (whether the covenant not to